

EXHIBIT 3

DANISH DEFENCE CLUB

FAX

Kuehne & Nagel
KN Servicos de Logistica Ltda.
Sao Paulo

Attn: **Mr. Erwin Brockman, Director/Project Division**
Mr. Bob Kroger, Manager/Project Division
Fax: 00 55 11 3037 3333
Pages: 7

Your ref	Our ref 2004/00045/MBL - MBL/MSA	Copenhagen 24 January 2005
Copy: Kuehne & Nagel, Schindellegi	Fax No: 00 41 44 786 9595	Attn:/Your ref: Mr. Reinhard Lange, COO/International Forwarding

M/V GLOBAL TRAVELLER - Ambev Brewery - Santos/Callao - B/N dated 10 December 2003

We hereby approach you on behalf of Compass International Association Ltd., c/o Scan-Trans Inc., who were the carriers under the above-mentioned B/N for a voyage from Santos in Brazil to Callao, Peru, where Kuehne & Nagel Ltda, Sao Paulo, Brazil, were the merchants/charterers.

Seamount International Association Ltd., c/o Scan-Trans, are entered with this association for FD&D cover for the above voyage and have asked for our assistance in collecting the outstanding claim against Kuehne & Nagel for a total amount of USD 187,899.48.

Below we will set out the details in respect of the claim for your consideration.

Our members, Seamount International Association Ltd., c/o Scan-Trans, fixed the GLOBAL TRAVELLER with your office in Brazil on a Conline B/N dated 10 December 2003. The vessel loaded a second-hand knocked down brewery in Santos, Brazil, for discharge in Callao, Peru.

As you are aware, several disputes arose during and after the discharge of this cargo and our members have since tried to resolve the same commercially with you, however, without success.

Below you will see a breakdown of the parties involved in the carriage:

Carrier:	Compass International Association Ltd.
Carrier's agent:	Scan-Trans Inc.
Broker:	Narval
	Pic: Wallace De Barrios (no longer with Narval), Paulo Ribero
Charterer:	Kuehne & Nagel, Sao Paulo, Brazil (K&N)
	Pic: Mr. Thomas Weitman, Vice president (no longer with K&N)
	Mr. Cesar Gomez, Project manager (no longer with K&N)
Cargo owner:	Ambev

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Joint surveyor Santos: Narval
 K&N's surveyor Callao: Crawford
 Carrier's surveyor Callao: Intersea

Furthermore, please find the following breakdown of the claim against Kuehne & Nagel for the total amount of USD 187,899.48:

- 1) Balance freight
 Out turn survey Callao - 50 pct
- 2) Racking system
- 3) THC - Santos
- 4) Detention - Santos
 Detention - Callao
 Extra expenses - Callao
- 5) Loss of interest
 Loss of interest/legal expenses

USD 73,128.90 ✓
 USD 3,440.00 ✓
 USD 61,714.70 ✓
 USD 30,681.74 ✓
 USD 1,750.00 ✓
 USD 12,432.00 ✓
 USD 3,650.00 ✓
 USD 1,102.14 ✓
 USD -

USD 187,899.48

*balance of freight
 clause 11a bill of lading
 bill of lading → opening
 Danish Def*

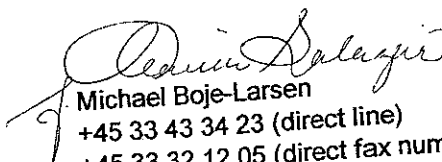
Total claim against Kuehne & Nagel

We further attach copies of the explanation and breakdown from our members for all the subheadings 1-5.

Despite numerous requests for a commercial settlement of this case, our members have still not received the outstanding amount and we now ask that you consider this request within the next 14 days. Unless we have found a commercial solution within that period, our members have instructed us to commence arbitration proceedings on their behalf according to the B/N Rider Clause 38, which clearly describes that any dispute arising under this B/N shall be referred to arbitration in New York in accordance with the rules for arbitration proceedings of the Society of Maritime and Arbitrators Inc. in New York. We now suggest that you discuss this matter internally within Kuehne & Nagel as a matter of urgency in order to avoid arbitration proceedings being commenced in New York by our members.

We look forward to hearing from you but initially ask you to acknowledge receipt of this fax message.

Best regards
 Danish Defence Club


 Michael Boje-Larsen
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**1) Cargo quantity:**

A dispute arose during loading regarding the actual cargo dimensions and total cargo volume/quantity loaded and carried.

A joint preloading survey was carried out by pandi surveyor Narval in Santos. However due to continuous repacking and consolidation of cargo packages carried out by K&N as well as mis-labeling, it became literally impossible for Narval to complete a competent cargo quantity assessment. Furthermore the measurements from the Narval preloading survey were not accepted by Messrs. Kuehne & Nagel subsequent to loading.

Due to the obvious inaccuracy of the preloading survey, K&N and our principal agreed to conduct a joint out turn survey in Callao, and let the result of same be binding upon both parties. However an agreement was never reached between our principal and K&N, as to what company should carry out a joint survey.

Consequently K&N appointed Crawford who had other job to carry out for them, while our principal appointed Intersea, who was also acting on behalf of pandi club for cargo condition inspection.

Consequently three different volume measurement reports were issued for cargo carried.

- | | |
|-------------|-----------------------------------|
| 1) Narval | 15,653.629cbm incl. 21 containers |
| 2) Crawford | 14,882.398cbm incl. 21 containers |
| 3) Intersea | 16,195.180cbm incl. 21 containers |

In order to reconcile discrepancy between Crawford and Intersea's volumes, efforts were made by Scan-Trans and by Intersea locally to identify cargo pieces in dispute and set up a joint re-measurement.

However in spite of numerous efforts, Crawford and K&N jeopardized these attempts as is evident from correspondence with K&N as well as statement from Intersea.

Further attempts were made to resolve the issues including our principal giving concessions to K&N to have three tanks missing from Crawford's report included in final figures and settle quantity at same. K&N did not agree to this either.

K&N has paid freight as follows:

12,953 w/m break-bulk at USD 45.00	USD 582,885.00
21 containers x 77cbm x USD 35	USD 56,595.00
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	USD 639,480.00

Our principal are claiming freight basis Intersea out turn survey figures:

14,577.760 w/m at USD 45.00	USD 655,999.20
21 containers x 77.02 cbm x USD 35	USD 56,609.70
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	USD 712,608.90

- Our principal has a freight claim of **USD 73,128.90** against K&N.

Furthermore our principal is claiming 50pct of out turn survey cost: **USD 3,440.00**

- Please find attached:
- 1) Correspondence with K&N
 - 2) Correspondence with Intersea
 - 3) Survey report from Narval, Crawford and Intersea
 - 4) Invoice from Intersea
 - 5) Seamount invoices to K&N
 - 6) Booking Note
 - 7) Copy of B/L

**2) Racking system cost:**

Initial booking was concluded for about 14,000cbm cargo. But on 21.Jan'04 K&N submitted preliminary packing list and declared that they intended to load 18,000cbm.

As a consequence of K&N's declaration of increased cargo quantity with supporting packing list reflecting 18,000cbm cargo, it was concluded that nominated vessel, "Global Traveller" would require tanks to be double stacked on deck by means of a racking system. Carrier had on an earlier shipment for Ambev(not K&N) done similar racking system.

Carrier took immediate steps to design, develop and construct a racking system in order to accommodate charterer's additional cargo without delay. This was at the full knowledge of K&N.

Furthermore as per governing booking note: "Final packing list to be supplied 10 days prior to vessel's arrival by Charterers". As is evident by correspondence, K&N failed to comply and only provide a somewhat final packing list after commencement of loading.

K&N short loaded cargo (compared to declared packing list), and thus making racking system obsolete. This put carrier out of pocket with cost of racking system.

Design	USD 5,438.25
Construction of racking system	USD 61,576.45
Storage of racking system (21.Dec'04)	USD 4,300.00
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	USD 71,314.70
Recoverable scrap cost	(USD 9,600.00)
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	USD 61,714.70

■ Our principal claims total racking system cost of **USD 61,714.70** against K&N.

Please find attached: 1) Correspondence with K&N and Scan-Trans Brazil
 2) Payment support for Design, Construction and storage cost
 3) Scrap value quote



3) Standby:

Cargo was loaded on liner terms with following Booking note wording; "Cargo to be delivered under vessel's hook as fast as vessel can receive and to be delivered under vessel's hook at discharge port as fast as vessel can deliver. If this is not happening, Damages for Detention to apply".

Our principal incurred stevedoring standby waiting for cargo in load port, and have issued fully substantiated invoice to K&N amounting to USD 1,750. K&N has refused to acknowledge said detention.

- Our principal claim K&N for **USD 1,750.00** detention Santos.

Vessel was faced with labor strike in Callao. In order to avoid having to divert vessel to Arica for discharging, K&N agreed to absorb any additional charges incurred due to strike situation. Vessel incurred security charges for transporting stevedores past blockades as well as meals etc. for keeping stevedores in port.

Additionally commencement of discharging was held up awaiting custom documentation for cargo and substantial delay in discharging was experienced due to delay in receiving cargo and strike situation.

- Our principal claim K&N for **USD 3,650.00** extra expenses incurred in Callao
- Our principal claim K&N for **USD 12,432.00** detention for time lost.

Please find attached: 1) Correspondence with K&N + port agent (Ian Taylor)
2) Supported invoices



4) Terminal Handling Charges:

Cargo was loaded on liner terms, with all Terminal Handling Charges (THC) for K&N's account, as is customary.

Stevedoring company (Grupo Porto) invoiced K&N for total THC amounting to Reias 149,167.28 (about USD 51,327.25) as per tariff.

K&N choose to pay only Reias 60,000.00 (about USD 20,645.51) thus leaving balance Reias 89,167.28 (about USD 30,681.74) outstanding.

Due to K&N's failure to meet their obligations, Grupo Porto has under protection of Brazil Maritime Lien laws turned to our principal to fulfill their claim, and are holding them responsible for USD 20,645.51.

In spite of strong messages to K&N from both Grupo Porto and ourselves, K&N refuse to settle balance THC. We have made temporary commercial agreement with Grupo Porto, in order for them not to arrest our vessels for the balance. However the claim is still pending and the possibility of arrest on a future date.

- Our principal claim K&N for **USD 30,681.74**, or that K&N immediately settle balance Reias 89,167.28 with Grupo Porto, in order to lift lien against our principal.

Please find attached: 1) Correspondence with K&N and Grupo Porto



5) Loss of interest:

K&N delayed initial freight payment beyond terms of B/N. They acknowledge paying for loss of interest, but have failed to do so.

- Our principal claim K&N for **USD 1,102.14** for delay in initial freight.

Please find attached: 1) Correspondence with K&N